

June 23, 2009

Honorable Judge Robert D. Drain  
Docket Number 05-44481 (RDD)  
U.S. Bankruptcy Judge – Southern District of NY  
One Bowling Green  
New York, New York 10004-1408

FAX 914-390-4073 (White Plains, NY)

Reference Case # 05-44481, Objection to Article 9.5.11 Severance Payment Termination of June 16, 2009 Master Disposition Agreement

As a recent separated, retired Delphi Salary Employee I strongly object to the June 16, 2009 (revised) Master Disposition Agreement, Article 9.5.11 which declares that severance payments will be terminated upon the closing date/emergence date.

I believe that my severance payment entitlement is by a valid, binding and legal contract. This contract was entered into during bankruptcy effective 3/1/2009 as signed by both Delphi and myself. Within this contract, my severance payment was provided in exchange for my waiver of certain rights via the Release of Claims. My expectation is that this severance payment contractual liability be honored and fulfilled by Delphi as it has been fulfilled by me. I will be filing an Administrative Expense Claim Form with the court.

The total liability for my continued severance payment is low as it will expire the end of August 2009. However; I ask that you recognize I have been using the severance payments for medical, dental, vision and life insurance expenses for my family that were recently terminated last April. In addition, I must now find a way to deal with the pending pension reduction by transfer to the PBGC.

I respectfully ask the court to please **not accept the Severance Payment Termination (Article 9.5.11) included in the June 16, 2009 (revised) Master Disposition agreement**, but to request Delphi to honor and fulfill this contractual liability. I believe that this is the responsibility of the court.

Sincerely,

